
EXHIBIT F17

PURCHASE OF SEWAGE CAPACITY AGREEMENT,
DATED AUGUST 3, 2009, BY AND BETWEEN
THE DEVEREUX FOUNDATION
AND THE TOWNSHIP OF WILLISTOWN

231
mac



RETURN TO

RETURN TO:
Lamb McErlane PC
24 East Market Street, Box 565
West Chester, PA 19381-0565

UPI NO. 54-3-432 ✓

GW

**PURCHASE OF SEWAGE
CAPACITY AGREEMENT**

THE DEVEREUX FOUNDATION
("Devereux")

WILLISTOWN TOWNSHIP
("Township")

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10958474
Page 1 of 23
B-7761 P-698

PURCHASE OF SEWAGE CAPACITY AGREEMENT

THIS PURCHASE OF SEWAGE CAPACITY AGREEMENT (the "Agreement") is made this 3rd day of August, 2009, by and between The Devereux Foundation a Non-Profit entity duly formed under the laws of the Commonwealth of Pennsylvania with an address at 444 Devereux Drive, Villanova, Pennsylvania 19085 (hereinafter "Devereux") and Willistown Township, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 688 Sugartown Road, Malvern, Pennsylvania 19355 (the "Township").

BACKGROUND

A. Devereux is the owner of approximately 82 acres along Sugartown Road within the Township known as the Mapleton Campus with an address of 655 Sugartown Road, Malvern, Willistown Township and a UPI Number of 54-3-432-E (the "Property").

B. The Property is currently served by a failing on-lot septic system. In lieu of repairing and/or replacing the failing on-lot septic system, Devereux desires to cease using the on-lot septic system and connect to the public sewer system. To connect to the public sewer system, Devereux represents that it needs 18,000 gallons per day (or 64 EDUs based on 275 gpd per EDU pursuant to the Ordinance in effect at the time of the filing of Devereux's Land Development Plans).

C. The Township owns and operates a sewage collection system within the Township which ultimately conveys sewage to the Valley Forge Sewer Authority Treatment Plant (the "Sewer System").

D. Devereux intends to purchase, and the Township intends to sell, 64 EDUs (based on 275 gpd per EDU) of sewage capacity in the Sewer System on the terms and conditions of this Agreement.

E. Devereux intends to connect to the Sewer System by means of a pump station ("Pump Station") to be located on the Property, and a force main ("Force Main") and associated piping to be installed within the public right-of-way of Sugartown Road to connect to an existing force main located in the vicinity of Sugartown Road and School Lane (the "Sewer Project").

NOW THEREFORE, in consideration of the mutual promises to each other, the parties hereto, intending to be legally bound, agree as follows:

1. Incorporation of Background. The Background Paragraphs A through E are incorporated herein and made a part of this Agreement as though each and every paragraph thereof were stated at length.



LAMB MCERLANE

08/28/2009 12:21P

10958474

Page 2 of 23

B-7761 P-698

2. Sale and Purchase of Capacity. The Township agrees to sell and convey to Devereux, who agrees to purchase from the Township, a portion of the Township's sewer capacity in the Sewer System equaling 18,000 gallons per day (or 64 EDUs based on 275 gpd per EDU) (hereinafter the "Purchased Sewage Capacity") for the sum of Two Thousand Eighty Dollars and No Cents (\$2,080.00) per EDU or the total sum of One Hundred Thirty-Three Thousand One Hundred Twenty Dollars and No Cents (\$133,120.00) (the "Purchased Sewage Capacity Tapping Fee"), as provided for in the Township's Sewer Tapping Fee ordinance under Section 105-68 et seq. of the Code of the Township of Willistown. Devereux shall pay the Purchased Sewage Capacity Tapping Fee to the Township upon the execution of this Agreement. Upon execution of this Agreement and payment of the Purchased Sewage Capacity Tapping Fee, the Township shall forward the sewer planning module to the Pennsylvania Department of Environmental Protection ("DEP") requesting the Purchased Sewage Capacity.

3. Pump Station 3 Contribution. The Township has advised that Pump Station 3 was designed to pump approximately 650,000 gallons per day (GPD) but due to mechanical problems has not reached its projected flows and is currently only pumping 550,000 GPD. The Township is currently proceeding with certain upgrade improvement, which include increasing the capacity by 350,000 GPD ("Upgrade Improvements") necessary to correct the existing problem which the Township has advised will be approximately Six Hundred and Seventy Thousand Dollars (\$670,000.00) ("Upgrade Improvement Costs") and has asked Devereux to contribute its proportionate share towards the Upgrade Improvements Costs. Devereux agrees to pay its proportionate share of the Upgrade Improvement Costs by way of a one-time contribution ("Contribution"). Devereux's Contribution shall be equal to 5.14% of the Upgrade Improvement Cost based on its 18,000 GPD of flows. The Contribution shall be due within 10 days after written request from the Township following a Certificate of Completion from the Township Engineer and only after Devereux receives final land development approval and all relevant third party permits (including PennDOT and DEP).

4. Requisite Connection Period.

a. Devereux hereby acknowledges and agrees that the Sewer Project shall be constructed and connected to the Sewer System within eighteen (18) months after obtaining all required permits and approvals (including but not limited to DEP and Township approval) barring any force majeure (including but not limited to a sewer moratorium). Devereux shall be entitled to connect to the Sewer System only if all required permits have been obtained and the Sewer Project has been constructed, inspected and approved by both DEP and the Township engineer. If Devereux does not receive DEP and/or Township approval for construction of the Sewer Project within three (3) years from the time of this Agreement, Devereux shall be permitted to return the Purchased Sewage Capacity to the Township and shall be entitled to a refund, without interest, for the full amount of the Purchased Sewage Capacity, minus a 0.75% per month administrative fee imposed on the Purchased Sewage Capacity Tapping Fee from the date of this Agreement until the date Devereux notifies the Township in writing of its intent to seek a refund of the Purchased Sewage Capacity Tapping Fee.



LAMB MCERLANE

09/28/2009 12:21P

10958474
Page 3 of 23
B-7761 P-698

b. After eighteen months from the date of this Agreement, or at the time Devereux connects to the Sewer System, whichever is sooner, Devereux shall be required to start paying sewer rentals pursuant to Chapter 105 of the Code of the Township of Willistown (the "Sewer Ordinance") regardless of whether or not it has connected to the Sewer System and said charges shall not be applied retroactively. It is understood that the sewer rental fees shall be charged pursuant to the Sewer Ordinance.

c. Devereux shall, at all times, be solely responsible for all costs associated with the design, operation and/or maintenance of the Sewer Project except as provided for in paragraph 7(b).

5. No Sale or Conveyance of Purchased Sewage Capacity. Devereux shall not sell, convey or assign, in whole or part, any of the Purchased Sewage Capacity except as set forth in paragraph 4a.

6. Limitation of Use. Devereux hereby acknowledges and agrees that it shall use the Purchased Sewage Capacity in connection with its current operations and any expansions thereof. Devereux warrants that any expansion on the Property which uses the Purchased Sewage Capacity will be substantially similar in nature to its current operations and under no circumstances shall the Purchased Sewage Capacity be used for residential use as long as the Property is owned by Devereux, provided it is understood that, for the purpose of this Agreement, Devereux's current use is not a residential use (even though Devereux's use includes residence buildings). In the event that Devereux, or any of Devereux's affiliates, successors or assigns, applies for future residential development of the Property, the parties agree that the maximum parcel yield (maximum number of lots or density) shall be no greater than the permitted yield under the RU regulations set forth in Section 139-13 of the Willistown Code and all other applicable ordinances, as they exist as of the date of this Agreement, a copy of which is attached as Exhibit "C" hereto and incorporated herein.

7. Continuing Offer of Dedication To Township. The parties anticipate that the Pump Station will be owned, operated and maintained by Devereux; however, the Pump Station shall be subject to a continuing offer of dedication to the Township. The Township may, but shall not be obligated to, accept dedication of the Pump Station. The parties agree that the Force Main and associated piping within the Sugartown Road right-of-way shall be subject to a continuing offer of dedication to the Township provided that Devereux agrees to design for a possible future connection to the Laurel Circle area which area consists of approximately 64 homes ("Laurel Circle Area"). The Township may, but shall not be obligated to, accept dedication of the Force Main. Devereux hereby agrees to grant to the Township an easement on its Property to the Pump Station to service the Laurel Circle Area as delineated on the map attached as Exhibit "A" hereto and incorporated herein. The Easement shall be in a form substantially similar to the easement attached hereto as Exhibit "B" and incorporated herein, with such easement subject to a continuing offer of dedication to the Township. The Township may, but shall not be obligated to, accept dedication of the easement.



LAMB MCERLANE

08/28/2009 12:21P

10958474

Page 4 of 23

B-7761 P-698

a. Pump Station Design. Devereux hereby agrees and acknowledges that the Pump Station shall be designed, permitted and constructed to accommodate anticipated flows from the Laurel Circle area, as determined by the Township's engineer.

b. Township as Permittee Only. The parties acknowledge that Devereux cannot construct the Force Main within the right-of-way of Sugartown Road unless the Township agrees to be the permittee with the DEP and PennDOT. Subject to the covenants set forth by Devereux in paragraph 9 below, the Township hereby agrees that it shall be the permittee for the Force Main in Sugartown Road. Devereux hereby agrees that it shall be the owner and operator of the force main in Sugartown Road and shall solely be responsible for the maintenance of the Force Main and its related accessories unless there is a future connection to the Laurel Circle Area and/or the Adjacent Property (as defined in paragraph 13) and/or any other properties, at which time the Township would be responsible for the maintenance of the Force Main (excluding any internal collection facilities on Devereux's Property unrelated to the Laurel Circle Area and/or the Adjacent Property connection) and Devereux's responsibilities under paragraphs 9 and 10 herein would terminate, provided that Devereux's indemnification responsibility under paragraph 10 shall continue for any claim relating to an event that occurred prior to the connection to the Laurel Circle Area and/or the Adjacent Property and/or any other properties.

8. Non-Assignable Without Consent of Township. Devereux shall not assign, convey or transfer in any manner its rights under this Agreement, either in whole or in part, without the prior written consent of the Township.

9. Force Main in Sugartown Road.

a. The Force Main in Sugartown Road (hereinafter the "Force Main") shall be designed, installed, operated and maintained by Devereux in accordance with the rules and regulations of the DEP. The Force Main plan shall be reviewed by the Township as to its design, construction and installation. Prior to installation, Devereux shall receive and provide to the Township, all required permits from DEP.

b. No construction of the Force Main shall commence until the Force Main is approved by the DEP and the Township has had the opportunity to review the design and plan of the Force Main.

c. Devereux shall be solely responsible for operating, maintaining and replacing the Force Main in accordance with customary engineering standards except as provided for in paragraph 7(b) above.

d. Devereux shall annually, for the life of the Force Main, enter into or renew and provide annually to the Township, a copy of a maintenance contract with a maintenance contractor (hereinafter "Maintenance Contractor"). The Maintenance Contractor shall be a private independent contractor who has been given special training by the original equipment manufacturer (if such training is reasonably available), is



LAMB MCELANE

08/28/2009 12:21P

10958474

Page 5 of 23

B-7761 P-698

authorized by the manufacturer, if applicable, to service the equipment, and, if applicable, is authorized by the Township to provide such services within the borders of the Township.

e. The Maintenance Contractor shall submit an annual inspection report to the Township certifying that the Force Main is operating in accordance with the permit and all applicable rules and regulations. The inspection and maintenance program shall include, at a minimum, those services and inspections as may be recommended by the manufacturer(s) of the components of the Force Main. The report shall also indicate resolution of any deficiencies noted in the Maintenance Contractor's inspection or in any service call during the past year. If the inspection indicates the need for repair, replacement, and/or additional maintenance, Devereux agrees to retain the Maintenance Contractor to effect the required repair, replacement, and/or additional maintenance, in accordance with all applicable rules and regulations. Devereux agrees to pay all costs of such repair, replacement, and/or additional maintenance, including, but not limited to, any reasonable professional fees incurred by the Township in accordance with the Municipalities Planning Code ("MPC").

f. The Township shall at all times have the right, but not the obligation, to access the Force Main so that it may be inspected to ensure that it is being properly maintained and all components are in good working order.

g. In the event that the inspection performed by the Maintenance Contractor or other inspections by the DEP or the Township indicate repair and/or replacement of any component part or all of the Force Main is necessary in order to bring the Force Main into compliance with permit requirements and governing regulations, Devereux shall complete such repairs and obtain certification from the Maintenance Contractor, as applicable, that the repairs have been made in accordance with his specifications within thirty (30) days of the date of the inspection report is issued; provided, however, that if such repairs are of a nature that they cannot be reasonably be completed within thirty (30) days, Devereux shall be granted a reasonable extension of time to complete the repairs so long as Devereux commences the repairs within such thirty (30) day period and diligently pursues completion thereof. A copy of the Maintenance Contractor's certification or correction/compliance shall be forwarded to the Township within ten (10) days of receipt of said certification.

h. In the event Devereux fails or refuses to conduct any of the inspections required herein, or to comply with the recommendations of the Maintenance Contractor, or the requirements of the Township, or the DEP with respect to the repair and/or replacement of the Force Main or any parts thereof, the Township shall have the right, but not the obligation, to conduct said inspections and, if necessary, perform any repairs or replacements with respect to the Force Main, all of which shall be made at the cost and expense of Devereux. Township shall provide Devereux with reasonable advance written notice of its intention to proceed hereunder unless the Township should make the reasonable judgment that an emergency exists in which case no prior notice shall be



LAMB MCERLANE

08/28/2009 12:21P

10958474

Page: 6 of 23

B-7761 P-698

required. Any notice required by the terms of this Agreement shall be sufficient if sent to Devereux's last known address as it is shown in Township's records.

i. Devereux agrees that any reasonable costs incurred by the Township for inspections, repairs, maintenance and/or replacement of the Force Main or its component parts, in the administration of this Agreement, or in the enforcement of this Agreement, including but not limited to reasonable attorney fees, shall be recoverable from Devereux in accordance with the provisions of the MPC. In the event Devereux shall fail to pay the Township's reasonable costs or expenses or fails to challenge same under the procedure set forth in the MPC within 45 days of receiving a written request for such payment, the Township shall have the right to either (a) commence a civil action against Devereux in the Chester County Court of Common Pleas for reimbursement of such costs, or (b) cause a municipal lien to be placed on Devereux's property in the amount of said expenses.

j. To secure its obligations associated with the operation and maintenance of the Force Main, Devereux hereby agrees to post financial security in a form reasonably acceptable to the Township solicitor provided that said amount shall not exceed 15% of the actual cost of installation of said improvements in accordance with the MPC. Devereux shall post the financial security hereunder prior to the time the Force Main is operating.

10. Devereux, for itself, its successors, or assigns, shall at all times indemnify, defend and hold the Township, its agents, servants, employees, agencies, officers and elected and appointed officials (individually an "Indemnified Party" and collectively the "Indemnified Parties"), harmless from and against any and all claims, suits, legal expenses or judgments (collectively the "Claims") arising out of or related in any respect to the Sewer Project including, without limitation, the design, construction, operation, and maintenance of same excepting only Claims arising out of the acts or omissions of an Indemnified Party. Devereux shall have the duty to defend the Indemnified Parties against any claim or suit made by any person who alleges that adverse conditions, damages, or loss have been caused by the installation, operation or maintenance of the Sewer Project. In the event Devereux fails to undertake the defense of any Indemnified Party as to any Claims, and the Indemnified Party is required to enter upon its own defense, Devereux shall reimburse the Indemnified Party for all reasonable defense expenses it may incur including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Devereux shall pay any judgment rendered against an Indemnified Party as a result of such suit or claim. In the event Devereux shall fail to pay the proper costs, legal fees, other expenses or damages as herein provided and an Indemnified Party is required to pay same, the Indemnified Party shall have the right to receive the monies it has expended, together with the reasonable costs of pursuing reimbursement from Devereux, either by (a) commencing a civil action against Devereux in the Chester County Court of Common Pleas, or (b) in the case of the Township, by causing a lien to be placed on Devereux's property in an amount equal to the sums required to be expended.

11. It is expressly understood that this Agreement shall be recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania and that this Agreement shall be binding upon the parties and their respective heirs, administrators, executors, successors,



LAMB MCERLANE

08/28/2009 12:21P

10958474
Page 7 of 23
B-7761 P-698

and assigns. It is the express understanding of the parties that any and all duties and obligations imposed on Devereux with respect to the operation of the Force Main set forth in this Agreement shall "run with the land" and remain the obligation of Devereux's successors in title except as provided for in paragraph 7(b). Devereux agrees to pay for the recording of the Agreement as provided herein.

12. No Representations.

a. Nothing under this Agreement shall be construed as a representation by the Township regarding the ability of the Valley Creek Trunk Line, Wilson Pump Station, Valley Forge TP or any other facility not owned or operated by the Township, to convey and/or treat the sewage on or from the Property. It is expressly understood that Tredyffrin Township is presently operating the Valley Creek Trunk Line under a Connection Management Plan ("CMP") approved by the Pennsylvania Department of Environmental Protection, and any usage of that line shall be subject to the CMP.

b. Nothing under this Agreement shall be construed as a representation or a promise by the Township that Devereux's plan for construction and operation of the Sewer Project will be approved by the Township.

13. Devereux agrees to cooperate with the adjacent property owner of the property designated as tax parcel #54-3-17 ("Adjacent Property") and provide any necessary easements to allow the Adjacent Property to connect to the Force Main provided the Adjacent Property obtains any and all applicable Township and DEP approval and assumes all costs for such connection including but not limited to design and construction.

14. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement between the parties, and supercedes all prior communications, representations or agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Any additions or alternations to this Agreement shall have no force and effect unless made in writing and signed by the parties.

b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns as provided herein. The covenants and easements of this Agreement shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Township

c. Severability. If any provision of this Agreement shall at any time be deemed to be invalid or illegal by the entry of a final judgment that is not subject to appeal, then, in that event, this Agreement shall continue in full force and effect with respect to the remaining provisions of this Agreement as if the invalidated provision had not been contained herein.



LAMB MCERLANE

08/28/2009 12:21P

10958474

Page 8 of 23

B-7761 P-698

d. Waiver of Breach. Failure by either party to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify the provision or render it unenforceable at any other time whether the circumstances are or are not the same.

e. Headings. All section headings herein are inserted for convenience of reference only and shall not control, affect or modify the meaning or construction of any of the terms or provisions hereof.

f. No Third Party Beneficiaries. Notwithstanding anything to the contrary contained herein, no provision of this Agreement is intended to benefit any party other than the Township and Devereux as the named parties hereunder and their permitted heirs, personal representatives, successors and assigns, and no provision of this Agreement shall be enforceable by any other party.

g. Controlling Law and Venue. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary. The parties agree that any dispute or claim arising under this Agreement shall be brought in the Chester County Court of Common Pleas.

h. Counterparts. This Agreement may be executed in one or more counterparts and facsimile signatures shall be sufficient to indicate acceptance by the parties, each of which shall be original, and all of which shall constitute one and the same instrument named below.

LAMB MCERLANE

08/28/2009 12:21P

10958474
Page: 9 of 23
B-7761 P-698

IN WITNESS WHEREOF, the parties have hereunto set their hands, under seal, as of the Effective Date.

ATTEST:

WILLISTOWN TOWNSHIP

Dorothy McClinton

By: William R. Shoemaker
William R. Shoemaker
Chairman, Board of Supervisors

THE DEVEREUX FOUNDATION

Mary L. Caporro

By: Steven H. McClinton
[name] Steven H. McClinton
[title] Treasurer

THE DEVEREUX FOUNDATION

Mary L. Caporro

By: Robert C. Dunn
[name] Robert C. Dunn
[title] CFO



LAMB MCERLANE

08/28/2009 12:21P

10958474
Page: 10 of 23
B-7761 P-698

COMMONWEALTH OF PENNSYLVANIA :

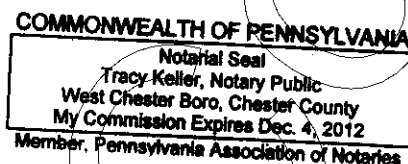
: SS

COUNTY OF CHESTER :

On this, the 17 day of August, 2009, before me, a Notary Public, the undersigned officer, personally appeared, William R. Shremaker who acknowledged himself to be the Chairman of the Board of Supervisors of the **TOWNSHIP OF WILLISTOWN**, a body corporate and politic, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tracy Keller
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA :

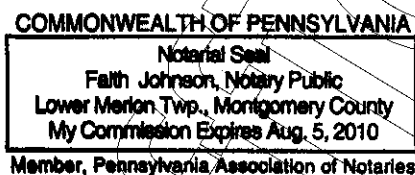
: SS

COUNTY OF Montgomery :

On this, the 3 day of August, 2009, before me, a Notary Public, the undersigned officer, personally appeared, Steven H. Marsh who acknowledged himself/herself to be the Treasurer of The Reverend Foundation that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as Treasurer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Faith Johnson
NOTARY PUBLIC



10958474
Page: 11 of 23
B-7761 P-698

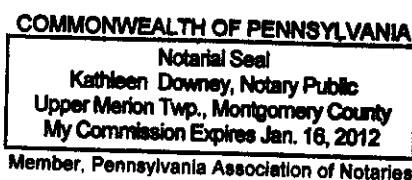
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Montgomery :

On this, the 4th day of August 2009, before me, a Notary Public, the undersigned officer, personally appeared, Robert C. Dunne who acknowledged himself/herself to be the Sr. V.P. + CFO of Devereny Foundation, and that he/she as such Sr. V.P. + CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as Sr. V.P. + CFO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kathleen Downey
NOTARY PUBLIC



LAMB-MCERLANE

08/28/2009 12:21P

10958474

Page: 12 of 23

B-7761 P-698

EXHIBIT "A"



LAMB MCERLANE

08/28/2009 12:21P

10958474
Page: 13 of 23
B-7761 P-698

WILLISTOWN TOWNSHIP UTILITY LIST:		
CONCRETE	100 LANTIER AVE.	THOMAS WAGY
PAINT PENNYLANA	100 LANTIER AVE.	THOMAS WAGY
WOODEN PIPE LINE	100 LANTIER AVE.	THOMAS WAGY
COMPANY	100 LANTIER AVE.	THOMAS WAGY
CONCRETE CURB	100 LANTIER AVE.	THOMAS WAGY
POSS. ENERGY	100 LANTIER AVE.	THOMAS WAGY
NO COMMUNICATIONS	100 LANTIER AVE.	THOMAS WAGY
VEAS EASTON	100 LANTIER AVE.	THOMAS WAGY
TERMINATION	100 LANTIER AVE.	THOMAS WAGY
WILLISTOWN TOWNSHIP	100 LANTIER AVE.	THOMAS WAGY
VERNON PENNSYLVANIA	100 LANTIER AVE.	THOMAS WAGY

SPECIAL EXCEPTION ORDER - AUGUST 3, 2004

The following is a summary of the information provided in the application for a Special Exception Order for the Devereux Foundation Mapleton Campus. The application was received by the Willistown Township Board of Supervisors on August 3, 2004. The Board of Supervisors has reviewed the application and has determined that the proposed project meets the requirements of the Township's zoning ordinance. The Board of Supervisors has granted the Special Exception Order for the project.

The following is a summary of the information provided in the application for a Special Exception Order for the Devereux Foundation Mapleton Campus. The application was received by the Willistown Township Board of Supervisors on August 3, 2004. The Board of Supervisors has reviewed the application and has determined that the proposed project meets the requirements of the Township's zoning ordinance. The Board of Supervisors has granted the Special Exception Order for the project.

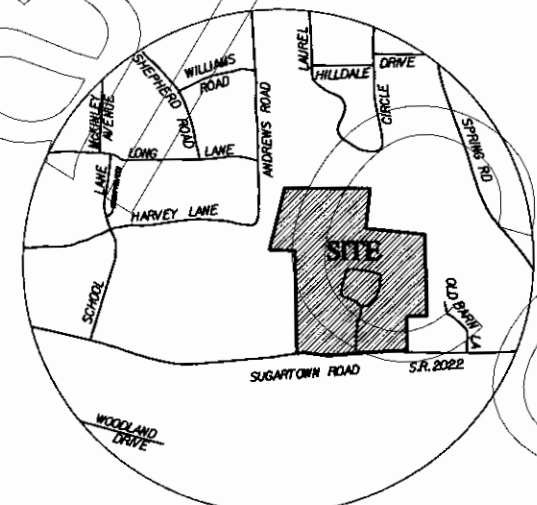
PLAN INDEX

NO.	DESCRIPTION	START DATE	REVISION
1 OF 20	TITLE SHEET	DECEMBER 15, 2003	APRIL 11, 2004
2 OF 20	EXISTING FEATURES & CONSERVATION PLAN	DECEMBER 15, 2003	MAY 14, 2004
3 OF 20	CONSTRUCTION PLAN	DECEMBER 15, 2003	MAY 14, 2004
4 OF 20	COMPOSITE SITE PLAN	DECEMBER 15, 2003	APRIL 11, 2004
5 OF 20	SITE PLAN	DECEMBER 15, 2003	APRIL 11, 2004
6 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
7 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
8 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
9 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
10 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
11 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
12 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
13 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
14 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
15 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
16 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
17 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
18 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
19 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
20 OF 20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004

PRELIMINARY/FINAL PLAN SUBMISSION FOR

DEVEREUX FOUNDATION MAPLETON CAMPUS

SITUATED IN
WILLISTOWN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA



LOCATION MAP
SCALE 1"=800'

APPLICANT/OWNER
THE DEVEREUX FOUNDATION
655 SUGARTOWN ROAD
MALVERN, PA 19353
PHONE: (610) 265-6970
FAX: (610) 943-9979
CONTACT: WALTER CRONO

ENGINEER
NAVE NEWELL, INC.
357 SOUTH CLYDE ROAD, SUITE 300
KING OF PRUSSIA, PA 19406-3121
PHONE: (610) 265-6323
FAX: (610) 265-4299
CONTACT: TIMOTHY J. BRENNAN, P.E.

WILLISTOWN TOWNSHIP BOARD OF SUPERVISORS:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

CHESTER COUNTY PLANNING COMMISSION CERTIFICATION:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

RECORD OF DEEDS CERTIFICATE:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

CERTIFICATE FOR APPROVAL BY THE TOWNSHIP ENGINEER

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

SURVEYOR CERTIFICATION:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

LANDSCAPE ARCHITECT'S CERTIFICATION:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

ENGINEER'S CERTIFICATION:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.

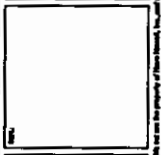
OWNER CERTIFICATION:

THE BOARD OF SUPERVISORS HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED PROJECT MEETS THE REQUIREMENTS OF THE TOWNSHIP'S ZONING ORDINANCE. THE BOARD OF SUPERVISORS HAS GRANTED THE SPECIAL EXCEPTION ORDER FOR THE PROJECT.



NAVE NEWELL, INC.
357 SOUTH CLYDE ROAD, SUITE 300
KING OF PRUSSIA, PA 19406-3121
PHONE: (610) 265-6323
FAX: (610) 265-4299
CONTACT: TIMOTHY J. BRENNAN, P.E.

NO.	DESCRIPTION	START DATE	REVISION
1	TITLE SHEET	DECEMBER 15, 2003	APRIL 11, 2004
2	EXISTING FEATURES & CONSERVATION PLAN	DECEMBER 15, 2003	MAY 14, 2004
3	CONSTRUCTION PLAN	DECEMBER 15, 2003	MAY 14, 2004
4	COMPOSITE SITE PLAN	DECEMBER 15, 2003	APRIL 11, 2004
5	SITE PLAN	DECEMBER 15, 2003	APRIL 11, 2004
6	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
7	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
8	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
9	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
10	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
11	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
12	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
13	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
14	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
15	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
16	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
17	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
18	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
19	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004
20	CONSTRUCTION IMPROVEMENTS PLAN	DECEMBER 15, 2003	APRIL 11, 2004



THE DEVEREUX FOUNDATION
MAPLETON CAMPUS
WILLISTOWN TOWNSHIP, CHESTER CO., PENNSYLVANIA

1 of 20

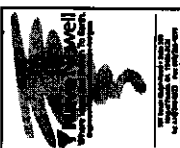
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10958474
Page 14 of 23
B-7761 P-698

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Block	Map	Area	Acres	Value
1	1	1	1.00	100.00
2	2	2	2.00	200.00
3	3	3	3.00	300.00
4	4	4	4.00	400.00
5	5	5	5.00	500.00
6	6	6	6.00	600.00
7	7	7	7.00	700.00
8	8	8	8.00	800.00
9	9	9	9.00	900.00
10	10	10	10.00	1000.00

WILLSTOWN TOWNSHIP, CHESTER CO., PENNSYLVANIA

DEVEREUX FOUNDATION MAPLETON CAMPUS

COMPOSITE SITE PLAN
4th 20



EXHIBIT "B"



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10958474
Page: 16 of 23
B-7761 P-698

Prepared by and Return to:
Debra A. Shulski, Esquire
Riley Riper Hollin & Colagreco
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

BEING PART OF UPI NO. 54-3-432-E

SANITARY SEWER EASEMENT AGREEMENT
AND
CONTINUING OFFER OF DEDICATION

by and among

THE DEVEREUX FOUNDATION
(Grantor)

and

WILLISTOWN TOWNSHIP, CHESTER COUNTY
(Grantee)



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10958474
Page: 17 of 23
B-7761 P-698

**SANITARY SEWER EASEMENT AGREEMENT AND
CONTINUING OFFER OF DEDICATION**

THIS SANITARY SEWER EASEMENT AND CONTINUING OFFER OF DEDICATION (this "Agreement"), made as of this _____ day of _____, 2007, by and among THE DEVEREUX FOUNDATION, a non-profit entity duly formed under the laws of the Commonwealth of Pennsylvania, with an address of 444 Devereux Drive, Villanova, Pennsylvania 19085, and WILLISTOWN TOWNSHIP, a township of the second class existing under the laws of the Commonwealth of Pennsylvania ("Grantee").

BACKGROUND

A. Devereux is the owner of approximately 82 acres along Sugartown Road within the Township known as the Mapleton Campus with an address of 655 Sugartown Road, Malvern, Willistown Township and a UPI Number of 54-3-432-E (the "Property").

B. The Township owns and operates a sewage collection system within the Township which ultimately conveys sewage to the Valley Forge Sewer Authority Treatment Plant (the "Sewer System").

C. Devereux purchased from the Township _____ EDUs (representing 18,000 gallons per day) of sewage capacity in the Sewer System in accordance with the Reservation Sewage Capacity Agreement ("Capacity Agreement").

D. Devereux intends to connect to the Sewer System by means of a pump station to be located on the Property, and a force main ("Force Main") and associated piping to be installed within the public right-of-way of Sugartown Road to connect to an existing force main located in the vicinity of Sugartown Road and School Lane.

E. In accordance with the Capacity Agreement, Devereux desires to grant a continuing offer of dedication of the Force Main to Grantee and to grant an easement for such Force Main to Grantee.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do covenant and agrees as follows:

1. Incorporation of Recitals; Definitions.

- (a) The recitals set forth above in the Background section are incorporated herein by reference as if set forth at length herein.
- (b) As used in this Agreement, the following terms shall have the following meanings:



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08/28/2009 12:21P

10958474
Page: 18 of 23
B-7761 P-698

(i) "Force Main" means the sanitary Force Main, as defined in and constructed pursuant to the Capacity Agreement, and includes all associated piping to be installed within the public right-of-way of Sugartown Road.

(ii) "Sanitary Sewer Easement Area" means the area shaded and referenced as the 20 foot easement area as shown on the plan prepared by Nave Newell and attached hereto as Exhibit "A" and made a part hereof.

2. Continuing Offer of Dedication of Force Main. Devereux as the "Owner" pursuant to the Capacity Agreement, of the force mains and associated pipelines together with accessories and appurtenances thereto on which portions of the said improvements are located within the Sewer Easement Area on such Grantor's Property, as described above, does hereby remise, release and transfer to Grantee, its successors and assigns, a continuing offer of dedication of

ALL OF SUCH Grantor's/Owner's respective right, title and interests, in those improvements comprising the force main and associated piping;

TOGETHER WITH, all and singular the improvements, tenements, hereditaments and appurtenances, whatsoever unto the hereby granted improvements belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor and/or Owner, Devereux, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the above-mentioned described improvements hereby granted, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever, against said Grantor and Owner, and its respective, successors and assigns, and against all and any person whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, it or them or any of them, but not otherwise, shall warrant and forever defend.

3. Grant of Easements. Grantor hereby grants and conveys unto the Grantee, and Grantee's successors and assigns, perpetual, non-exclusive rights, title, interest, rights-of-way, and easements, along, in, over, under, across and through that respective portion of the Sanitary Easement Area located on the property of Grantor, as are necessary to lay, install, construct, operate, replace, enlarge and maintain a sanitary force main and their accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said Grantor's property, as are necessary or convenient or the full and complete use by the Grantee of the said right, title, or interest, rights-of-way, and easements.

4. Conditions. The said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the operation, change, repair, renewal and maintenance of buildings, equipment, pipelines, accessories and appurtenances, are defined and limited as follows:



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08/28/2009 12:21P

10958474

Page 19 of 23

B-7761 P-698

(a) To the permanent occupation and use of such surface area and area underground as shall be required for the laying, installation, construction, joinder, anchorage and support of force mains, gravity lines and pipelines together with accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, values, boxes, conduits and other accessories and appurtenances thereto;

(b) To carry away and dispose of sewage or other wastewater through the Sewer System and related facilities, regardless of the source of such sewage or other wastewater.

5. Restoration. Grantee shall, in connection with the exercise of any rights under the aforesaid rights, rights-of-way and easements to lay underground pipeline, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.

6. Use; Enjoyment. Grantor, in common with Grantee, is to have full use and enjoyment of said surface area of the Sanitary Sewer Easement Area except for the purposes granted to Grantee, including but not limited to, Grantee's permanent occupation and use of such surface area as shall be required for the force main, together with accessories and appurtenances thereto.

7. Miscellaneous.

(a) The provisions of the Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

(b) Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon the property of said Grantor with right-of-way surface, in order to make and conduct studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be repaired as set forth in paragraph 5 hereof.

(c) Grantor does hereby covenant that it is lawfully seized and possessed of a good and marketable title in fee simple to the aforesaid tract of land described above as its parcel, that it has a good and lawful right to grant the rights and privileges herein granted to the Grantee, and it further covenants that it will execute or procure any additional necessary assurances of the rights and privileges herein granted.

(d) This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one instrument.



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08/28/2009 12:21P

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Page: 20 of 23

B-7761 P-698

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

THE DEVEREUX FOUNDATION

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

On this _____ day of _____, 2007, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared _____ who acknowledged himself/herself to be the _____ of the Devereux Foundation, a non-profit entity and that he/she as such officer, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____ and desired that the same be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



10958474
Page: 21 of 23
B-7761 P-698

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

BOARD OF SUPERVISORS
WILLISTOWN TOWNSHIP

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

On this _____ day of _____, 2007, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared _____ who acknowledged himself/herself to be the _____ of the Board of Supervisors of Willistown Township and that he/she as such officer, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____ and desired that the same be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



10958474
Page 22 of 23
B-7761 P-698

EXHIBIT "A"

EASEMENT PLAN PREPARED BY NAVE NEWELL



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08/28/2009 12:21P

10958474
Page: 23 of 23
B-7761 P-698